



BLUENOSE HEALTH

PRIMARY CARE CLINIC

Terms of Service of Bluenose Health Inc.

These terms of use (the “Terms”) are a legal document that sets out your rights and obligations, as well as our rights and obligations. In these Terms, the words “we”, “our”, and “us” refer to Bluenose Health Inc. In these Terms, the words “you” and “your” mean you, i.e. the physical person reading them right now.

Please read these Terms carefully, since they include provisions that can affect your legal rights. Agreeing to these Terms is a pre-condition to accessing and using our website (www.bluenosehealth.com, the “Website”). We refer to the Website as the “Platform” and the services that we deliver through the Platform as the “Platform Services”.

You may not access the Platform or the Platform Services if you do not agree these Terms.

You may not access the Platform or the Platform Services if you are less than 18 years old. Finally, if you are not a resident of Nova Scotia you may be subject to additional fees for tests performed by the Nova Scotia Health Authority.

These terms are complemented by our privacy policy, which can be found at www.bluenosehealth.com/privacy

Nature of the Services

The Platform Services consist of employing reasonable efforts to connect you to a Nova Scotia registered nurse practitioner in order for them to provide you with healthcare services as further described below.

HALIFAX

6140 Young Street, Unit 70, Halifax, NS B3K 0G2
phone +1 902 707 5404 / **fax** +1 902 482-3491
contact@bluenosehealth.com

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“Healthcare Services” are provided by the nurse practitioner with whom you are connected through the Platform Services (the “Nurse Practitioner”). The Healthcare Services involve helping you to manage one or more chronic diseases, or minor acute conditions.

Because of the foregoing, the Nurse Practitioner will seek your consent to the Healthcare Services himself or herself. The Nurse Practitioner may give you instructions related to the Healthcare Services. For example, the Nurse may tell you to take medications at a given time or to notify him or her if you experience side effects. For your own safety and to help ensure that the Healthcare Services are effective, it is important that you follow these instructions. Bluenose Health reserves the right to connect you to a different Nurse Practitioner if necessary.

The Platform Services and the Healthcare Services and the Healthcare Services are collectively referred to as the “Services”.

1. Limits on Service

The Platform and the Platform Services are not an appropriate way of dealing with all health conditions. You must not use the Platform or the Services for emergency medical needs. In case of a medical emergency, call 911 immediately or go to the nearest emergency room.

The following symptoms are specifically excluded from the Services: chest pains, difficulty breathing, blackouts or feeling like you may blackout, any impairment in level of consciousness, stroke like symptoms such as impaired sensation or paralysis to one side of your body, inability to speak or comprehend language, any abdominal pain severe enough that you are unable to comfortably walk, ongoing bleeding, bone fractures, signs or symptoms of severe infection including but not limited to high, unremitting or relapsing fevers, purulent wounds or sores, severe limb pain or gangrene, growths or tumours suspected of being cancerous or infectious, or any other condition which can be reasonably concluded to require emergency-department or hospital-based care.

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The Services can be used to obtain a diagnosis from a nurse practitioner. The Services can be used to help manage your diagnosed conditions or chronic diseases, or those defined as easily identifiable acute conditions by the Nova Scotia government or health authorities. The Healthcare Services may include telehealth services, i.e., healthcare services rendered remotely, instead of in person, using information technology.

The Nurse Practitioner may determine at any time that the Healthcare Services provided through the Platform are not appropriate for you, and may therefore opt not to provide you with Healthcare Services. At the discretion of the Nurse Practitioner and with your consent, a referral may be made to an appropriate physician.

2. Access to the Platform Services

Right of access: When you agree to these Terms, we provide you with access to our website. Subject to your compliance with these Terms, and for as long as we make the Platform available, you will have a limited, revocable, non-exclusive, non-transferrable right to use the Platform. For greater certainty, this does not include any right to directly access the software, databases, algorithms, or data which power the Platform and the Platform Services. Your use right under these Terms is a personal right, and does not extend to third parties.

Availability: Our role is to use reasonable efforts to make the Platform Services reasonably available. We cannot control (nor can we accept responsibility for) any other issues.

In all cases, our ability to deliver the Platform Services requires a stable connection. If your device's ability to access data via wireless networks or the Internet is compromised, the Platform Services may be delivered slowly, inaccurately, or not at all. These connectivity problems can arise from many sources, ranging from physical interference to power outages to errors by telecommunication providers. In such circumstances, your ability to effectively use the Services may be compromised through no fault of ours, and we cannot accept any responsibility for any problems or damages which might occur.

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The Platform Services also depend on your device. If your device is damaged, not compatible with the Platform Services (including updates to the services), or if you have turned off mobile settings on which our App relies to deliver the Platform Services, then your ability to effectively use the Platform Services may be compromised through no fault of ours, and we cannot accept any responsibility for any problems or damages which might occur.

We may modify the Platform Services at any time as part of the Beta Services to adjust to the feedback that we receive, and this modification shall not be considered a modification of these Terms.

3. Fees

As compensation for your use of the Services, you will be charged a monthly fee (the “Monthly Fees”) if the Services that you selected are subject to a Monthly Fee. The amount of the Monthly Fees is stated in the order form to be completed on the website.

Certain Services are subject to additional fees each time you use them as described in the order form (the “Additional Fees”). The word “Fees” alone refers to both the Monthly Fees and the Additional Fees.

The Fees will be charged to the credit card whose information you provided (or will provide) to us through the Platform or collected by another means of payment as mutually agreed between you and us (the “Means of Payment”). By providing the necessary information about the Means of Payment, or by using the Services, you are agreeing to pay us the Fees and authorize us to charge the Fees to the Means of Payment. If applicable, you represent and warrant that you are authorized to make charges to the Means of Payment.

If you have not paid all of the Monthly Fees in advance, the first payment will be charged to your Means of Payment on the first date you sign up for the subscription.

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Subsequent Monthly Fees will be charged to your Means of Payment on the same day of the following month (the “End Date”). Additional Fees will be charged to your Means of Payment when you use the Services that are subject to Additional Fees.

If you do not wish to continue receiving the Services that are subject to a Monthly Fee you must notify us ten (10) days before the End Date. You may do so by contacting us by phone or e-mail. Our contact information is at the end of these Terms. If you do so, your Means of Payment will not be charged on the End Date, these Terms will be terminated on the End Date, and your access to the Services will end on the End Date.

If the Fees are not paid as provided for above (for example, if your Means of Payment is declined), your access to the Services will be suspended immediately until we receive payment. If that happens, the Nurse Practitioner will ensure that you receive any necessary information related to the Healthcare Services and if appropriate, refer you to an appropriate healthcare provider.

4. Duration and Renewal

These Terms come into force on the first of the following days (the “Effective Date”):

- The day on which you first access the booking portion of the Website;
- These Terms remain in force for one month starting on the Effective Date. The day one month after the Effective Date or the End Date (whichever is later) is the “Expiration Date”. The “Term” is the period between the Effective Date and the Expiration Date.
- On the Expiration Date, new Terms between you and us will automatically and immediately come into force. The new Terms are identical to these Terms unless they have been updated as described below.
- We may update the Terms from time to time. If we do, we will notify you by e-mail at least 15 days before the Expiration Date. Updates to the Terms will come into effect when the Terms are automatically renewed as described above.

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If you do not wish to renew the Terms as described above (for example, if you do not agree to the updated Terms) you must notify us at least ten (10) days before the Expiration Date. You may do so by contacting us by phone or e-mail. Our contact information is at the end of these Terms. If you do so, your Means of Payment will not be charged on the following End Date (provided that notice is also received 10 days before the End Date), these Terms will be terminated on the Expiration Date, and your access to the Services will end on the Expiration Date.

5. User Accounts

When accessing the Services, you are required to create an account with us. Your account is intended for your use only, and you should not share your log-in credentials with others, nor allow others to access your account. We are entitled to rely on your compliance with this rule, and treat all actions taken through your account as being your actions. You accept full responsibility for all consequences of allowing third parties access to your account or credentials.

You must use only your own accurate and current information to create an account with us. Only one account is allowed per user. If we have deleted or suspended your account, or terminated these Terms with you, you may not create new accounts. Any attempt to circumvent this rule will result in the immediate termination of your new account upon discovery.

You agree that your account exists to facilitate delivery of the Services, and that you do not own your account. We can delete, suspend, or modify your account at any time if you breach these Terms.

You understand that if you delete your account, or if we delete your account in accordance with these Terms, you will lose access to any data previously associated with your account (including settings, progress, and any virtual items associated with your account).

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Clients under the **age of 18** may not be admitted to Bluenose Health Primary Clinic if they are not accompanied by their parent or legal guardian in accordance with provisional consent to treatment laws.

6. Acceptable Use

You must abide by the following rules in accessing the Platform and using the Services. If you do not, we will consider these actions as a material breach of these Terms. These are your obligations, and we are not liable for any damages that result from your failure to abide by the following. You also cannot encourage others to breach these rules.

- o Do not decompile, disassemble, reverse engineer, investigate, modify, create derivative works from, or otherwise access any interfaces within the Services that are not intended for users;

- o Do not attempt to gain unauthorized access to the Services, or otherwise circumvent any software protection or monitoring mechanisms of the Services;

- o Do not access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Services;

- o Do not impersonate any person, including registering by using someone else's identity to create an account;

- o Do not access, search or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);

- o Do not use the Services in a manner that is in violation of applicable laws, including to send unsolicited communications, promotions or advertisements, or to spam users;

- o Do not hack us. This means that you can't scan, probe or test the vulnerabilities of our Services, introduce malicious software, or deploy denial-of-services attack;

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7. Third-Party Content

The Platform may display or contain links to content produced by parties other than us ("Third Party Content"). We are not responsible whatsoever for Third Party Content, whether it be its creation, any products or services advertised, or the terms and conditions under which such products or services are provided. We are not liable for any damage or loss caused by Third Party Content.

8. Ownership and Licence

For the purposes of these Terms, "Intellectual Property" means all that is or can be protected under any right acknowledged or granted, now or in the future, including any extension of such a right, in accordance with any law of any country concerning copyrights, patents, trade-marks, trade secrets, secret processes, industrial designs, or any other provision of law or principle of civil or common law relating to intellectual property whether registered or unregistered. Such rights also include any right pertaining to any registration application or the securing of any one of the above-mentioned rights.

We own all rights, titles and interests in the Platform and the Platform Services. Neither these Terms nor your use of the Platform grant you any rights in Intellectual Property, whether it be in Third Party Content, in the Platform or content that is accessed on the Platform ("Content"). You may not copy, produce, reproduce, translate, distribute, modify, download or store Content except as expressly permitted by these Terms.

9. Additional Terms

Your rights under these Terms are personal to you, and cannot be assigned to anyone else. These Terms, including their interpretation and effect, are governed by the laws applicable in Nova Scotia. For clarity, these Terms are not intended to create any relationship of employment, partnership, agency, trust, franchise, or joint venture. Nor are they intended to create any fiduciary duties. You and us have agreed that these Terms and all related documents be drawn up in the English language.

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General inquiries may be sent to the following coordinates:

Bluenose Health Inc.
c/o M. Clancey, Operations Manager
6140 Young Street, Unit 70, Halifax, NS B3K 0G2
Tel: 1-902-707-5404
Email: contact@bluenosehealth.com

10. Consent

I hereby acknowledge having read and understood the entirety of these Terms and agree to be bound by them.

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